

RECORDATION NO. 15080 ^A Filed & Recorded

DEC 5 1986 1-3 4 PM

INTERSTATE COMMERCE COMMISSION

6-339A046

Ms. Noreta R. McGee
~~James H. Bayne~~
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. DEC 5 1986
Date
10-00

(18)

Ms. McGee:
Dear Mr. Bayne:

Don, D. C.

Enclosed for recordation under the provisions of Section 11303 of Title 49 of the U.S. Code are the original and five counterparts of a First Amendment dated as of November 15, 1986 to the Equipment Lease dated as of September 1, 1986. The First Amendment is a secondary document and amends the Equipment Lease filed on October 20, 1986 with the Commission and assigned recordation number 15080.

A general description of the railroad rolling stock covered by the enclosed documents and intended for use related to interstate commerce is set forth in Schedule 2 attached to this letter and made a part hereof.

The names and addresses of the parties to the First Amendment to the Equipment are as follows:

Lessor:

Mercantile Bank National Association
Eighth and Locust Streets
St. Louis, Missouri 63101
Attention: Leasing Manager

Lessee:

Pullman Leasing Company,
a division of Signal
Capital Corporation
200 South Michigan Avenue
Chicago, Illinois 60604
Attention: Lease Administrator

100 COPIES OF
THIS LETTER
DEC 5 1 34 PM '86
RECORDATION UNIT

The undersigned acted as special counsel in connection with the preparation of the enclosed document and has knowledge of the matters set forth therein.

Please return the original and any extra copies of the First Amendment to the Equipment Lease not needed by the Commission for recordation to Elizabeth L. Majers, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed primary document to appear in the Index is as follows:

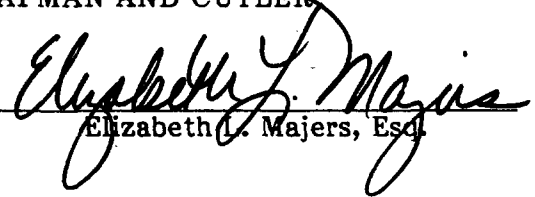
Counterpart - CT. Kopyler

First Amendment to the Equipment Lease between Mercantile Bank National Association, as Lessor, Eighth and Locust Streets, St. Louis, Missouri 63101, Attention: Leasing Manager and Pullman Leasing Company, a division of Signal Capital Corporation, as Lessee, 200 South Michigan Avenue, Chicago, Illinois 60604.

Very truly yours,

CHAPMAN AND CUTLER

By


Elizabeth L. Majers, Esq.

Enclosures

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
Two Hundred	5850 cubic foot covered hopper cars equipped with pneumatic outlet gates and circular hatch covers manufactured by Trinity Industries, Inc.	PLWX 46000 to PLWX 46150, both inclusive, and PLCX 46151 to PLCX 46199, both inclusive

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

Elizabeth L. Majers
Chapman and Cutler
111 West Monroe St.
Chicago, IL. 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12-5-86 at 1:34 PM, and assigned re-recording number(s). 15080-A and 15081-A.

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 15080 ^A Filed & Recorded

DEC 5 1986 1-3 4 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT

Dated as of November 15, 1986

to

EQUIPMENT LEASE

Dated as of September 1, 1986

between

MERCANTILE BANK NATIONAL ASSOCIATION

LESSOR

And

SIGNAL CAPITAL CORPORATION

LESSEE

(Signal Capital No. 86-1)

**FIRST AMENDMENT TO
EQUIPMENT LEASE**

THIS FIRST AMENDMENT dated as of November 15, 1986, is between **MERCANTILE BANK NATIONAL ASSOCIATION**, a national banking association (the "Lessor"), and **SIGNAL CAPITAL CORPORATION**, a Delaware corporation (the "Lessee").

RECITALS:

A. The Lessor and the Lessee have entered into an Equipment Lease dated as of September 1, 1986 (the "Lease"). The capitalized terms used in this First Amendment shall have the respective meanings assigned thereto in the Lease unless otherwise herein defined or the context shall otherwise require.

B. The Lessor and the Lessee now desire to amend the Lease for the purposes set forth herein.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Schedule A to the Equipment Lease attached to this First Amendment shall be substituted for Schedule A to Equipment Lease attached to the Lease as originally executed.

This First Amendment may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

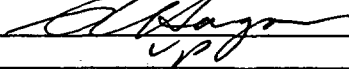
This First Amendment shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Lease dated as of September 1, 1986" without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

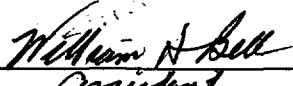
**MERCANTILE BANK NATIONAL
ASSOCIATION**

[CORPORATE SEAL]

By 
Its _____

Attest:

LESSOR


Assistant Secretary

SIGNAL CAPITAL CORPORATION

[CORPORATE SEAL]

By _____
Its _____

Attest:

LESSEE

Secretary

STATE OF MISSOURI)
CITY) SS
COUNTY OF ST. LOUIS)

On this 2nd day of December, 1986, before me personally appeared R. A. HAGAN and WILLIAM H. BELL, to me personally known, who being by me duly sworn, says that they are the VICE PRES. and ASST. SECY., respectively, of MERCANTILE BANK NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

My commission expires:
KATHY L. PSARIS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES DEC. 13, 1988
JEFFERSON COUNTY

STATE OF ILLINOIS)
COUNTY OF COOK) SS
)

On this _____ day of November, 1986, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, says that they are the _____ and _____, respectively, of SIGNAL CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

**MERCANTILE BANK NATIONAL
ASSOCIATION**

[CORPORATE SEAL]

Attest:

By _____
Its _____

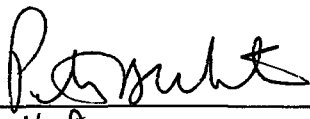
LESSOR

Secretary

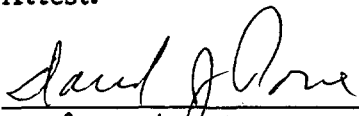
SIGNAL CAPITAL CORPORATION

[CORPORATE SEAL]

Attest:

By 
Its V.P.

LESSEE


Assistant Secretary

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this _____ day of November, 1986, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, says that they are the _____ and _____, respectively, of MERCANTILE BANK NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of November, 1986, before me personally appeared Peter B. White and David J. Power, to me personally known, who being by me duly sworn, says that they are the Vice President and Asst. Secretary, respectively, of SIGNAL CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gleason J. Feinell
Notary Public

[NOTARIAL SEAL]

My commission expires: 8/26/89

DESCRIPTION OF ITEMS OF EQUIPMENT

Manufacturer of Equipment:

Trinity Industries, Inc.

**Description and Mark and Number
of Items of Equipment:**

**Two Hundred 5850 Cubic Foot Hopper Cars
equipped with pneumatic outlet gates and
circular hatch covers marked and numbered
PLWX 46000 to PLWX 46150, both inclusive
and PLCX 46151 to PLCX 46199, both
inclusive.**

**Base Purchase Price of
Equipment:**

\$45,585.50 for each Item of Equipment

**Maximum Aggregate Purchase
Price of Equipment:**

\$9,200,000 for all Items of Equipment

Place of Delivery:

Chicago, Illinois

Outside Delivery Date:

December 31, 1986

(Signal Capital No. 86-1)